

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO.	_____
v.	:	DATE FILED:	_____
RODNEY DUNN HELLER	:	VIOLATIONS:	18 U.S.C. §1341
a/k/a "Rod Thomas"	:		(Mail Fraud-2
	:		Counts)
	:		18 U.S.C. §2
	:		(Aiding and
	:		Abetting)

I N F O R M A T I O N

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this Information:

1. Defendant RODNEY DUNN HELLER and others known to the United States Attorney were engaged together in the business of selling light bulbs, cleaning chemicals, trash can liners, and other maintenance products via the telephone, by way of a practice commonly known as telemarketing.

2. The telemarketing business operated out of 303 East Pennsylvania Boulevard, Feasterville, Pennsylvania and at various times used the names Factory Supply Company, Standard Maintenance Products, Institutional Supplies, and All-U-Want Electric Supply Company, and is hereinafter referred to as the "telemarketing company."

3. The defendant was a salesman of the telemarketing company who participated in the operation of the company.

THE SCHEME

4. From in or about October 1995, through in or about September 1999, defendant

RODNEY DUNN HELLER
a/k/a "Rod Thomas",

and others devised and intended to devise a scheme to defraud hospitals, schools, nursing homes, churches, hotels, businesses and other companies and organizations of money and the intangible right to the honest services of their employees, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

5. Defendant RODNEY DUNN HELLER, and others known to the United States Attorney, in selling merchandise to hospitals, nursing homes, schools, churches, hotels, and other companies and organizations ("victim companies"), misrepresented the price of the merchandise, the quality of the merchandise ordered, its longevity, and the circumstances under which the orders were initially placed, and in this way caused victim companies to pay exorbitant prices for merchandise.

6. In selling merchandise to victim companies, the defendant and others used telephones at 303 East Pennsylvania Boulevard, Feasterville, Pennsylvania to call victim companies.

7. The defendant called and caused to be called numerous maintenance employees, purchasing agents, and other employees both with and without purchasing authority at the victim companies.

8. When victim companies did not agree to place an order with the defendant's telemarketing company, the defendant mailed to those victim companies merchandise, such as light bulbs, and sent corresponding invoices charging the victim companies for the merchandise, even though no order had been placed.

9. The defendant invoiced merchandise, both ordered and unordered by the victim companies, at extraordinarily high prices, in most instances prices that were five to ten times higher than those of other accessible suppliers selling comparable items.

10. When over billing and invoices representing unordered merchandise were discovered by victim companies, the defendant falsely claimed this resulted from clerical errors and attempted to effect the sale by adjusting the invoice price but keeping freight and handling charges, which were inflated several times.

11. The defendant provided false warranties for merchandise shipped to victim companies. The defendant advertised warranty periods on items sold which were several times greater than manufacturers' warranties and manufacturers'

estimated life expectancies for the same and comparable items, such as light bulbs.

12. The defendant and others routinely sent gift certificates and gratuities, such as American Express, Sears, and Wal Mart gift certificates, to victim company employees, primarily at the employee's home address, in return for their establishing accounts and continuing to order merchandise despite the extraordinarily high prices charged by the telemarketing company. These gifts were valued at approximately 10% of the amount of the order.

13. The defendant attempted to make repeat sales to victim companies that initially failed to detect the over billing and paid the extraordinarily high invoice prices, and whose employees accepted gifts in return for placing orders for the exorbitantly priced merchandise.

14. When victim companies detected over billing and no longer placed orders and no longer accepted merchandise, the defendant and others represented themselves to the victim companies as an unrelated company and attempted to make additional sales using one of the other business names employed by the telemarketing company.

15. From in or about October 1995 through in or about September 1999, the telemarketing company that employed the defendant and others at 303 East Pennsylvania Boulevard,

Feasterville, Pennsylvania, contacted approximately 2,000 victim companies and attempted to defraud those companies by submitting for payment invoices.

16. On or about September 24, 1998, in the Eastern District of Pennsylvania and elsewhere, defendant

RODNEY DUNN HELLER
a/k/a "Rod Thomas",

having devised and intending to devise this scheme, and for the purpose of executing and attempting to execute this scheme, willfully caused to be placed in a depository for mail, an invoice addressed to the Barrington Hotel, 263 Shepherd of the Hills Expressway, Branson, Missouri, 65616, requesting payment for merchandise as indicated in the amount of \$330.45.

In violation of Title 18, United States Code, Section 1341 and 2.

COUNT TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES:

1. Paragraphs 1 through 15 of Count One are incorporated here.

2. On or about August 1, 1999, in the Eastern District of Pennsylvania and elsewhere, defendant

RODNEY DUNN HELLER
a/k/a "Rod Thomas",

having devised and intending to devise this scheme, and for the purpose of executing and attempting to execute this scheme, willfully caused to be placed in a depository for mail, an invoice addressed to Two Rivers Country Club, ATTN: ACCTS PAYABLE, 1400 Two Rivers Road, Williamsburg, Virginia, 23185, requesting payment for merchandise as indicated on Standard Maintenance Products invoice number 6906 in the amount of \$391.27.

In violation of Title 18, United States Code, Sections 1341 and 2.

PATRICK L. MEEHAN
United States Attorney